



**U.S. Customs & Border Protection Power of Attorney**  
**-- Designation of Forwarding Agent --**  
**Acknowledgement of Terms & Conditions of Service**

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I.R.S. / E.I.N. Number: (format: nn-nnnnnnnn)		<b>Business Type: (Check Appropriate Box)</b>	
Customs Assigned Importer Number: (Non- Resident Corporations Only) (format: yypppp-nnnnn)		<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
		<input type="checkbox"/> LLP	<input type="checkbox"/> Partnership/LP
Social Security Number: (format: nnn-nn-nnnn)		<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor

**KNOW ALL MEN BY THESE PRESENTS:** That, (1) \_\_\_\_\_  
 doing business as **(DBA)** (2) \_\_\_\_\_ under the laws of the State of (3) \_\_\_\_\_ residing or having a principal  
 place of business at **(Address)** (4) \_\_\_\_\_

hereby designates and appoints **Mainfreight, Inc.**, its successors or assigns, through their officers, employees, and/or specifically authorized agents to act as true and lawful agent and attorney of the Grantor named above for and in the name, place and stead of said Grantor from this day at the appropriate Center and in all Customs Ports and in no other name, whether as customs broker, forwarding agent or for any other related activity, to -- whether in writing, electronically, or by other authorized means - to make, endorse, sign, declare, or swear to any entry, withdrawal, declaration, security filing, certificate, bill of lading, shipper's export declaration, automated export system ("AES") record, manifest, carnet or any other document required by law, regulation or commercial practice in connection with the transportation, importation, exportation and bailment of any merchandise shipped or consigned by or to Grantor; to perform any act or condition, which may be required by law or regulation in connection with such merchandise; to receive such merchandise and inspect and screen such merchandise at discretion or as may be required by law, regulation, and/or commercial practice; to make endorsement on bills of lading conferring authority to transfer title, make entry and collect drawback, and to make, sign, declare or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statement, schedule, certificate, abstract, declaration, or other affidavit or document is intended for filing in said region or in any other customs region. To sign, seal and deliver for and as the act of said Grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any vessel or other means of conveyance owned or operated by said Grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise; to sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unloading, or operation of any vessel or other means of conveyance owned or operated by Grantor; to share and release records referred to in 19 C.F.R., Parts 111 and 163, including any documents, data, or information pertaining to the business of the grantor, with any subsidiaries, divisions and/or specifically authorized agents of Mainfreight, Inc. To issue Powers of Attorney on behalf of Grantor to third party customs brokers, forwarding agents and/or freight forwarders to transact customs and/or freight forwarding business on behalf of the Grantor; to receive, endorse and collect checks issued for customs duty refunds in Grantor's name drawn on the Treasurer of the United States; to accept service of process on behalf of Grantor if the Grantor is a non-resident of the United States; generally to transact at the customhouses in any port any and all customs business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930 -- in which said Grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said Grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing Power of Attorney to remain in full force and effect until the date of revocation in writing is duly given to and received by a Center or Port Director of Customs. If the donor of the Power of Attorney is a partnership, the said Power shall in no case have any force or effect after the expiration of 2 years from the date of its execution. In the execution of this document, it is expressly understood that payment to the grantee, if a broker, does not relieve the Grantor of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if payment is by check, Customs charges may be paid with a separate check payable to "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker; If the Grantor is a Principal Party in Interest ("PPI") in an export transaction then the Grantor/PPI hereby certifies that all statements and information contained in the documentation provided to Grantee relating to exportation are true and correct. Furthermore, Grantor/PPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation. Grantor/PPI undertakes to determine any export license requirements and to obtain, for export purposes, any export License or other official authorization. If Grantor is a Corporation, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If Grantor is a Limited Liability Company, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor. If the Grantor is a General partnership, the signatory certifies he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of all members of the partnership on a separate addendum to this document. If the Grantor is a Limited Partnership, the signatory certifies that he/she has full authority to execute this instrument on behalf of Grantor and shall state the names of the general partners who have authority to execute this instrument on behalf of Grantor on a separate addendum to this document. The signatory shall also provide a copy of the limited partnership agreement with this instrument. In the execution of this document, it is expressly understood that grantee limits its liability to the extent provided for under law and in accordance with the Mainfreight, Inc.'s Terms and Conditions of Service, a written copy of which Grantor hereby acknowledges having received and to which Grantor agrees to be bound. Said Terms and Conditions of Service are also available online at: <http://www.mainfreight.com/us/en/us-home/usterm.aspx>

**IN WITNESS WHEREOF, the said (5)** \_\_\_\_\_

(Print the full legal name of either [a] the corporation or LLC, [b] Individual, or [c] Partnership name and partner's name(s), or [d] Limited partnership's name and general partner's names, or [e] Limited liability partnership's name, or [f] Sole proprietorship's name and dba -- if any) All LP and LLP's must attach your full partnership agreement per 19CFR 141.39(a)(2)

has caused these presents to be sealed and signed **(Signature)**(6): \_\_\_\_\_

Printed Name (7): \_\_\_\_\_ Title (8): \_\_\_\_\_ Date (9): \_\_\_\_/\_\_\_\_/20\_\_\_\_

(To be placed on your company's letterhead, then completed and signed by an officer/signatory **other than** the one who executes the power of attorney)

**NON-RESIDENT - CORPORATE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, organized under the laws of the State / Country of \_\_\_\_\_ that \_\_\_\_\_, who signed this power of attorney on behalf of the donor, is the \_\_\_\_\_ of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature:

# MAINFREIGHT, INC TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions. (a) "Company" shall mean MAINFREIGHT, INC., its subsidiaries, related companies, agents and/or representatives; (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives; (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form; (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "nonvessel operating carrier"; (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".
2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.
3. Limitation of Actions. (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer. (b) All suits against Company must be filed and properly served on Company as follows: (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss; (ii) For claims arising out of air transportation, within two (2) years from the date of the loss; (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.
4. No Liability for the Selection of Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.
5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.
6. Reliance on Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf; (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
7. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.
8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.
9. Disclaimers; Limitation of Liability. (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services; (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties; (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s). (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; (e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.
10. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.
11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.
12. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.
13. Forfeiture of Discounts and Costs of Collection. All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.
14. General Lien and Right to Sell Customer's Property. (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
15. No Duty to Maintain Records for Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.
16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
17. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.
18. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.
19. Compensation of Company. Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
20. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.
21. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved at Los Angeles County, California and at no other place. Customer and Company (a) irrevocably consent to the jurisdiction of the State and Federal courts located in the County of Los Angeles, State of California. (b) agree that any action relating to the services performed by Company, shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

10/ Name of person we can contact for Customs Compliance matters: \_\_\_\_\_

(if different from the person listed on page 1. If we should contact the same person, so state)

11/ Telephone# & Email Address of Customs Compliance Contact: \_\_\_\_\_

## The Customs Power of Attorney / Designation of Forwarding Agent: – Completion Guidelines:

Thank you for choosing our Customs Brokerage and/or freight forwarding services. Attached, you'll find the Mainfreight Inc. Customs power of attorney and Designation of Forwarding Agent form. This form consists of three pages – one page is the Power of Attorney itself; page 2 is the Non Resident Corporate Certification required for those companies not located in the USA, and the final page is our Terms & Conditions of service. When the Power of Attorney has been completed, please return all 3 pages to us. You may forward it to us via your Mainfreight, Inc. sales or customer service representative, or by scanning/emailing it to us at [chb@mainfreightusa.com](mailto:chb@mainfreightusa.com).

**A properly completed Customs Power of Attorney / Designation of Forwarding Agent is required before we can prepare a Customs entry, submit an Importer Security Filing, sign a carnet, or legally file an AES declaration on your behalf.**

**This is a legal document - please complete carefully as follows:**

### Page 1 of the POA:

- Enter your IRS number (EIN – TIN# or SSN – or Social Security# as applicable). If you are not based in the USA, you will normally be importing under a Customs- assigned importer number – however, if you do not have, or don't know, your Customs-assigned importer number, you may leave this field blank.
- Check the appropriate business type (Corporation, LLC, LLP, Partnership/LP, Individual, Sole Proprietor).

1. **KNOW ALL MEN BY THESE PRESENTS: That**, - Here you enter the full name of the corporation, LLC, individual, partnership, or sole proprietorship. A partnership must include the full names of all partners. You can refer to an attachment listing the names of the partners and return with the Power of Attorney.

2. If you operate as a DBA, enter it in the “doing business as” field. Complete this only if you trade under a different name.

3. **“Under the laws of the State of”** - Enter the State where you reside or are otherwise incorporated. Leave this blank if you are located outside of the USA.

4. **Address** - Enter the full street address where you conduct business or, if an individual or Sole Proprietorship, enter your full legal address in this location.

5. **In Witness Whereof, the Said:** Type or print the name of the corporation, LLC, individual, partnership, or Sole Proprietorship. Unless you are importing under your social security number, your name does **not** belong here.

6. **Signing the POA:** [a] Corporation: Must be a corporate officer empowered to grant a POA or sign legal documents on behalf of the corporation. If you are not a corporate officer, a Confirmation of Authority must accompany the POA (19 CFR 141.37). Contact us for this form if needed. [b] LLC: Must be a Managing Member or other Manager authorized under the terms of the Operating Agreement for the LLC. We may ask for a copy of the Operating Agreement with the names and/or titles of those authorized to do so. [c] Partnership: Any partner authorized to execute the POA. POA's for Limited Partnerships or LLPs must be accompanied by a copy of the partnership agreement per [19 CFR 141.39(a)(2)]. [d] Individual or Sole Proprietorship: The person named in (5) above.

7: On the line below your signature, place your Printed Name here.

8: Please place your title here. You must be legally authorized to obligate your Corp/LLC/LLP/LP, Partnership.

9. Enter the date in which you signed the POA.

**Page 2 of the POA:** – this must be completed and signed by an officer/signatory other than the person who signed page 1. This is required for all firms located outside of the United States of America

### Page 3 of the POA:

10. Enter the name of the person we can contact for any US Customs tariff/export compliance-related questions.

11. Enter the telephone number (with country code if non-USA) or email address of the person listed in item 2, above.

**Please contact us with any questions you may have. Thank you for your business—it is appreciated!**